

Statement of Work #2



This Statement of Work No. 2 ("SOW 2"), made effective as of March 1, 2008 (the "SOW Effective Date") by and between **Circuit City Stores, Inc.**, a Virginia corporation ("Circuit City") and **INFOGAIN CORPORATION**, a California corporation ("Supplier"), recites and provides as follows:

WITNESSETH:

Under the terms of a Master Services Agreement dated August 27, 2007 between Circuit City and Supplier (the "MSA"), which is incorporated herein by reference, Circuit City and Supplier set forth certain terms and conditions for Supplier's performance of Services for and on behalf of Circuit City, such Services to be more particularly described in one or more statement(s) of work (or Addenda) to be executed by the parties; and

Under the terms and conditions of this SOW 2, Circuit City desires to engage Supplier, and Supplier agrees to such engagement, relating to the Services more particularly described herein. In the event of a conflict between the terms of the MSA and this SOW, the MSA will prevail unless the corresponding section of this SOW expressly states that it will govern such conflict.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Definitions.

Unless otherwise provided in this SOW 2, terms used herein shall be as defined in the MSA.

2. Project Scope.

Circuit City wishes to engage the services of Supplier for the purposes described below in Section 3 ("Services").

3. Description of Services.

Activities:

- Define and implement processes for working with Circuit City and IBM to develop, review and test rPOS code;
- Creating and maintaining project plans to communicate activities, time lines and resource utilization; and
- Developing solutions for rPOS change requests, defects, hot fixes and enhancements and any other work as appropriate and requested.



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Deliverables:

- Updated Change Request development process;
- Project plans;
- Design documents;
- Software and unit tests; and
- Status updates

4. Key Individuals.

Resource Role	Resource Name	Hourly Billable Rate* (USD)	Start Date	End date	Term of Assignment
Retail Enterprise Solutions Expert	Chris Emery	\$140	3/01/2008	7/31/2008	22 Weeks (Part-Time only 10 hours per week)
Infogain Project Manager	Maneesh Sharma	\$125	3/01/2008	7/31/2008	22 weeks
Developer 1	Ashish Mital	\$95	3/01/2008	7/31/2008	22 weeks
Developer 2	Dinesh Gautam	\$95	3/01/2008	7/31/2008	22 weeks
Developer 3	Kazim Zakee	\$95	3/01/2008	7/31/2008	22 weeks
Developer 4	Ashish Pradhan	\$95	3/01/2008	7/31/2008	22 weeks

Circuit City Manager:

Andy Curley
(804) 486-4573

5. Confidentiality and Work Made for Hire.

The Supplier and Circuit City agree that confidentiality and Work Made for Hire concepts (as reflected in the MSA) are of the utmost importance and are an integral part of this engagement. As such, Supplier agrees to make the Individual Consultant appearing in the Section 4 above aware of these provisions in the MSA and return to Circuit City a copy of the certification appearing as Exhibit A to this SOW (the "Individual Consultant Certification") as executed by the Consultant. Supplier acknowledges that a failure to supply the Individual Consultant Certification to Circuit City may result in a delay of engagement through no fault of Circuit City.

6. Fees and Terms of Engagement.

Payment Terms: Payments shall be invoiced and paid as described in the MSA. All invoices must be sent to Circuit City monthly in arrears.

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Estimated Start Date: March 1, 2008
Estimated End Date: July 31, 2008

Total value shall not exceed \$475,200.00 based on the specifications in this SOW. If during the course of executing the Deliverables in this SOW2 additional project components are requested by Circuit City, or specifications of materials change, such changes shall be as per section 7 of this SOW.

Other Terms: Circuit City may for any reason demand that Supplier replace the Individual Consultant with a new Individual Consultant satisfactory to Circuit City. In such an event Supplier must provide a replacement resource within a reasonable time frame, defined as not more than 5 business days. Travel expenses are subject to Circuit City's Travel and Expense Policy, which will be made available upon request. In no event will travel expenses exceed 10% of actual fees payable under this SOW2.

7. **Changes.** Any changes to this SOW will be effective upon the written consent of both parties.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have caused this SOW to be executed as of the SOW Effective Date above.

CIRCUIT CITY STORES, INC.

BY: *WE m*
NAME: William E McCorey, Jr
TITLE: SVP - CIO
DATE: 3-17-08

INFOGAIN CORPORATION

BY: *Ray Allen*
NAME: Ray Allen
TITLE: VP & GENERAL MGR
DATE: 3-19-08